

JS-6

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

ROBERT COHEN, individually and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

UNITED HEALTHCARE SERVICES,  
INC.,

Defendant.

CASE NO. 10-2027 CAS (ANx)

**CLASS ACTION**

**ORDER GRANTING PLAINTIFF'S  
MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT**

Date: June 6, 2011

Time: 10:00 a.m.

Judge: Hon. Christina A. Snyder

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1 Plaintiff and his counsel filed this class action lawsuit alleging that UHS'  
 2 alleged failure to: (a) pay its call center employees for daily "off-the-clock"  
 3 overtime in violation of the FLSA, 29 U.S.C. § 216(b), California Labor Code §§  
 4 510, 1194, and IWC Wage Order No. 4; (b) pay overtime at the proper overtime  
 5 rate; (c) issue accurate wage statements to the California Class with the number of  
 6 actual hours worked and wages earned, in violation of Labor Code §§ 226, 226.3;  
 7 (d) provide the California Class with timely 30-minute, off-duty meal breaks or, in  
 8 the alternative, pay missed meal period premiums, in violation of Labor Code §  
 9 226.7 and § 512 and § 11 of the IWC Wage Order; (e) pay wages due to Plaintiff  
 10 and other former employees in the California Class upon termination, in violation of  
 11 Labor Code §§ 201-203; and (f) engage in unfair business practices against the  
 12 California Class based on the foregoing in violation § 17200 of the California  
 13 Business and Professions Code.

14 On November 15, 2010, after a full-day mediation session, the parties  
 15 reached a class settlement agreement for the disputed claims. In full settlement of  
 16 the class claims that were encompassed by this case, Plaintiffs and Defendant have  
 17 agreed to the entry of a Joint Stipulation of Class Action Settlement Agreement  
 18 ("Settlement Agreement"), including any exhibits thereto.

19 On January 24, 2011, the Court heard the Preliminary Approval Motion. On  
 20 January 25, 2011, the Court signed the Preliminary Approval Order on February 7,  
 21 2011 and certified the Class for purposes of settlement, approved Ackermann &  
 22 Tilajef, P.C., and Wasserman, Comden, Casselman & Esensten L.L.P. as Class  
 23 Counsel, approved Plaintiff Robert Cohen as the Class Representative, preliminarily  
 24 approved the Settlement, including the Enhancement Award to the named Plaintiff,  
 25 and directed that the Class Notice Packet, consisting of the Notice of Settlement,  
 26 Request for Exclusion, and Claim Form be mailed to the Class. The Court also  
 27 approved payment of the claims administration costs to the Settlement  
 28 Administrator, Simpluris, Inc.

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1 In accordance with the Preliminary Approval Order, Class Members have  
 2 been given notice of the terms of the Settlement Agreement and the opportunity to  
 3 opt out or object to the Settlement. More than 74% of the Settlement Class or 467  
 4 Class Members are participating in settlement. Only 2 Class Members submitted a  
 5 Request for Exclusion (Opt-Out) Form. Thus, the vast majority of the Class  
 6 Members will receive at least 100% of the Net Settlement Fund that is available for  
 7 distribution among the Class, which is \$888,750.00. The average settlement award  
 8 will be \$1,903.10. No Class Member objected to the terms of the Settlement or to  
 9 the award of attorneys' fees by the April 16, 2011 deadline.

10 This Court having fully received and considered the Plaintiffs' notice of  
 11 motions; supporting memoranda of points and authorities; the declarations of Craig  
 12 Ackermann, Esq. and Melissa Harnett, Esq.; the declaration of the case manager  
 13 Tony Dang employed by the settlement administrator; the Settlement Agreement;  
 14 the Class Notice; the Challenge Form; the Request for Exclusion/Opt-Out Form; and  
 15 the oral argument presented to the Court, it is hereby **ORDERED, ADJUDGED**  
 16 **AND DECREED THAT:**

17 1. All terms used herein shall have the same meaning as defined in the  
 18 Settlement Agreement.

19 2. This Court has jurisdiction over the subject matter of this litigation and  
 20 over all Parties to this litigation, including Plaintiffs and all Class Members.

21 3. This Court hereby certifies the Settlement Class for purposes of  
 22 settlement, and appoints Plaintiff Robert Cohen as Class Representative, and  
 23 Ackermann & Tilajef, P.C. and Wasserman, Comden, Casselman & Esensten,  
 24 L.L.P. as Class Counsel.

25 4. For purposes of this Order, the term "Settlement Class" means: "All  
 26 hourly, nonexempt telephone-based call center employees employed by United  
 27 HealthCare Services, Inc.'s Ovations business segment who worked out of Ovation's  
 28 Cypress, California and Santa Ana, California locations at any time from March 19,

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1 2006 to February 1, 2011("Class Period") (including the 633 employees already  
 2 identified by Defendant).”

3 5. Distribution of the Notice directed to the Settlement Class as set forth  
 4 in the Settlement Agreement and the other matters set forth therein have been  
 5 completed in conformity with the Preliminary Approval Order, including notice to  
 6 all Class Members who could be identified through reasonable effort, and was the  
 7 best notice practicable under the circumstances. This Notice provided due and  
 8 adequate notice of the proceedings and of the matters set forth therein, including the  
 9 proposed settlement set forth in the Settlement Agreement and Plaintiffs’ request for  
 10 reasonable attorneys’ fees and costs, to all persons entitled to such Notice, and the  
 11 Notice fully satisfied the requirements of due process. No class members objected  
 12 to the Settlement nor objected to the award of reasonable attorneys’ fees and costs to  
 13 Class Counsel. Only 2 class members opted out of the Settlement.

14 6. This Court hereby approves the Settlement set forth in the Settlement  
 15 Agreement and finds that the Settlement is, in all respects, fair, adequate and  
 16 reasonable and directs the parties to effectuate the Settlement according to its terms.  
 17 The Court finds that the Settlement has been reached as a result of intensive, serious  
 18 and non-collusive arms length negotiations. The Court further finds that the Parties  
 19 have conducted extensive investigation and research and counsel for the Parties are  
 20 able to reasonably evaluate their respective positions. The Court also finds that  
 21 settlement at this time will avoid additional substantial costs, as well as avoid the  
 22 delay and risk that would be presented by the further prosecution of the Action. The  
 23 Court has reviewed the monetary recovery that is being granted as part of the  
 24 Settlement and recognizes the significant value to the Settlement Class of that  
 25 monetary recovery.

26 7. The Court finds and determines that the settlement is fair, adequate and  
 27 reasonable, based upon the terms set forth in the Settlement Agreement, including  
 28 Settlement Fund of \$1,250,000 and Net Settlement Fund of \$888,750.00.

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1           8.     The Court finds and determines that the Enhancement Award of  
 2 \$12,000 to the Plaintiff Robert Cohen is fair and reasonable, and gives final  
 3 approval to and orders payment to him

4           9.     The Court finds and determines that payment of \$18,000 from the  
 5 Settlement Amount for the claims administration costs, is fair and reasonable and  
 6 gives final approval to the payment made in accordance with the terms of the  
 7 Settlement.

8           10.    The Court finds that, in compliance with the provisions of 28 U.S.C.  
 9 §1715(b) and (d), Defendant gave notice of this Settlement to the appropriate State  
 10 and Federal officials more than 90 days prior to the Effective Date of this Order.

11          11.    The Effective Date of this Order shall be no earlier than June 11, 2011  
 12 (more than 90 days after the CAFA notice was mailed), provided that neither the  
 13 Attorney General nor any other state or federal official who receives the CAFA  
 14 notice objects to the Settlement Agreement

15          12.    The Court finds and determines that any checks that remain un-cashed  
 16 180 days from their mailing become null and void, and the funds associated with  
 17 any such un-cashed checks shall be paid to Bet Tzedek House of Justice.

18          13.    Except for the Class Members who opted-out, all Class Members, as of  
 19 the Effective Date, are hereby forever barred and enjoined from prosecuting the  
 20 Released Claims against the Released Parties, as those terms are defined in the  
 21 Settlement Agreement.

22          14.    The Court finds that the Settlement is in good faith and constitutes a  
 23 fair, reasonable and adequate compromise of all of the claims covered by this  
 24 litigation against Defendant.

25          15.    The date this Order is signed and entered shall be the Effective Date of  
 26 the Settlement. Defendant shall pay the Settlement Amount no later than two days  
 27 after the Effective Date of Settlement. 180 days after the Effective Date, and  
 28 provided the Settlement Amount has been paid out in accordance with the

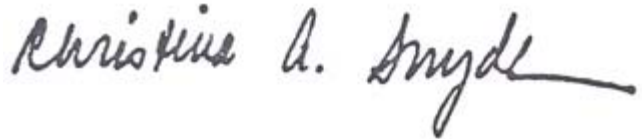
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1 Settlement Agreement and this Order, this Action will be dismissed with  
 2 prejudice. However, the Court will retain jurisdiction of all matters relating to the  
 3 interpretation, administration, implementation, and enforcement of this Order and  
 4 the Settlement Agreement for one year from the Effective Date of Settlement.

5 16. Nothing in this Order shall preclude any action to enforce Defendant's  
 6 obligations under the Settlement Agreement or under this Order, including the  
 7 requirement that Defendant make payments to the Class Members, Class Counsel  
 8 and the Settlement Administrator in accordance with the terms of the Settlement  
 9 Agreement and this Order.

10 17. After administration of the Settlement has been completed in  
 11 accordance with the Settlement Agreement and all amounts calculated, and within  
 12 twenty-one (21) business days of the Settlement Administrator mailing out the  
 13 settlement checks and after all other payments required by the Settlement  
 14 Agreement have been made, the Settlement Administrator shall file with this Court  
 15 and provide to Class Counsel a declaration of payment.

16 DATED: June 6, 2011



17  
 18  
 19 HON. CHRISTINA A. SNYDER  
 U.S. DISTRICT COURT JUDGE